

ZB# 02-42

Joseph Lovano

57-1-48.1

#02-42 Lovano, Joseph

Area 59-1-48.1

Prelim.
July 8, 2002
7:15

Public Hearing:
Aug. 12, 2002.

Granted

Refund: \$203.00.



#6 in L. Brown, Wash
June 1941-48



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Liviano, Jos.

FILE# 02-42.

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

*paid 7/23/02
2568
paid 7/23/02
2569*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 200.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 7/8/02-3 .. \$ 13.50
2ND PRELIMINARY- PER PAGE .. 8/12/02-3 .. \$ 13.50
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: ... 7/8/02 \$ 35.00
2ND PRELIM. 8/12/02 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING \$
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 203.00

JUDITH SILVERMAN LOVANO

JOSEPH S. LOVANO

66 BEAVER BROOK RD.
NEW WINDSOR, NY 12553

50-235-620
219

2568

DATE July 23, 2002

PAY TO THE
ORDER OF

Town of New Windsor

\$ 50.00

Fifty and no/100

DOLLARS

THE
BANK OF
NEW
YORK

7 West Main Street
Washington, NY 10992

MEMO

25A #02-42

J. Lovano

⑆021902352⑆ ⑈6800587210⑈ 2568

SNV STYLE 88

Date 7/11/02

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Judith Loraño DR.

66 Beaver Brook Rd., New Windsor, N.Y. 12553

264

[illegible]

JUDITH SILVERMAN LOVANO

JOSEPH S. LOVANO

66 BEAVER BROOK RD.
NEW WINDSOR, NY 12553

50-235
219 620

2569

DATE

July 23, 2002

PAY TO THE
ORDER OF

Town of New Windsor

\$ 300.00

Three Hundred and no/100

DOLLARS

THE
BANK OF
NEW
YORK

7 West Main Street
Washingtonville, NY 10997

MEMO

Escrow ZBA #02-42

J. Lovano

⑆021902352⑆ ⑈6800587210⑈ 2569

NEW STYLE ⑈

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#660-2002**

07/22/2002

Lovano, Judith & Joseph *# 02-42*

**Received \$ 50.00 for Zoning Board Fees on 07/22/2002. Thank you for
stopping by the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

-----X
In the Matter of the Application of

JOSEPH LOVANO

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE

#02-42.
-----X

WHEREAS, JOSEPH LOVANO, residing at 66 Beaver Brook Road, New Windsor, New York, N. Y. 12553, has made application before the Zoning Board of Appeals for a variation of Section 48-14A(4) of the Supplemental Yard Regulations to allow a proposed shed to project closer to road than principle structure at the above single-family residence in an R-4 zone; and

WHEREAS, a public hearing was held on the 12th day of August, 2002 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared with Mrs. Lovano on behalf of this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in an R-4 zone neighborhood containing one-family homes.

(b) The proposed location of the shed is in what appears to be the front yard of the property and will not be visible from the road.

(c) The construction of the shed will not create any ponding or collection of water.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted.
4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance.

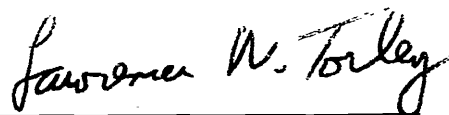
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a variation of Section 48-14A(4) of the Supplemental Yard Regulations to allow a shed to project closer to the road than principle structure at the above address, in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: October 28, 2002.



Chairman

Date 9/9/02

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
9/12/02		Zoning board Mtg	75 00	
		Misc - 2		
		Sturt - 1		
		Lebron - 1		
		Raden - 1		
		Com H - 8		
		Hiley - 3		
		Thom - 4		
		Louans - 3		
		Puglio - 2	112 50	
		25		
			187 50	

Lawrence W. Torley

13.50

LOVANO, JUDITH

Mr. and Mrs. Joseph Lovano appeared before the board for this proposal.

MR. KANE: Request for variation of Section 48-14A(4) of Supplemental Yard Regulations for proposed shed which will project closer to road than principle structure at 66 Beaver Brook Road in an R-4 zone. Tell us again what you would like to do.

MR. LOVANO: We want to put a storage shed off of our driveway. Our house is, we have a front acre of woods that you drive down to our home with a drive in front and we want to put a shed and it's between the house and the road and that's why we need a variance.

MR. KANE: Okay, and where the shed will be visible from the road?

MR. LOVANO: No, it's down, what our front acre is a hillside coming down, it's all woods and it would be set in front of the house.

MR. KANE: If I remember this correctly from the preliminary hearing even in the winter you won't be able to see the shed from the road.

MR. LOVANO: Right.

MR. KANE: You will not be, if I remember again, you will not be cutting down any trees to put the shed up?

MR. LOVANO: There's a little clearing area of thorn bushes.

MR. KANE: Not creating any hazards or runoffs?

MR. LOVANO: No.

MR. KANE: Shed itself will be similar in size to other sheds in the area?

MR. LOVANO: Yeah, we were thinking of doing this from Mr. Shed, this one, but we might take it up just a

little bit.

MR. KANE: You're not putting up a three story shed?

MR. LOVANO: No.

MRS. LOVANO: Just something for the lawn mower, I'm not building another house.

MR. KRIEGER: If I remember correctly, most of the lot is wooded, this is the one area where it's, where clearing is going to not require tree removal?

MR. LOVANO: Right.

MRS. LOVANO: It's right at the edge of a full acre of woods right at the edge.

MR. LOVANO: Right off our drive.

MR. KANE: Okay, for the record, 39 notices were sent out and we'll now--gentlemen, any questions?

MR. REIS: No.

MR. KANE: We'll open it up to the public. Doesn't look like much of a public. We'll close the public and any other questions?

MR. RIVERA: How many letters were sent out? Do we have a record of that?

MR. KANE: 39, no returns, no public at the meeting.

MR. REIS: I don't know if it was mentioned, is there a real reason you have to put this in the front that requires the variance?

MR. LOVANO: Yeah, the way our property is set up, we have a pool and a fenced area to put the shed behind, it would require trucks and people going through all our lawn behind the house, we have like a 3 1/2 acre area and whole back two meadows is grass and just having it off the front near the garage, it's just a location is perfect for it.

MR. KANE: Less invasive.

MR. LOVANO: Also just to deal with the property.

MR. REIS: Thank you.

MR. LOVANO: On our application, we said the shed was going to be 10 x 12, but if I get the 12 x 14, that shouldn't be a problem?

MR. KANE: Wouldn't make a difference. Not why you're here. Closer to the road than the house, that's the main issue.

MR. LOVANO: Right.

MR. KANE: Gentlemen?

MR. REIS: Accept a motion?

MR. KANE: Yes.

MR. REIS: I make a motion that we pass the Lovano's requested variance for the 66 Beaver Brook Road property.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. KANE	AYE

MR. KANE: Deck in similar size to other decks in the neighborhood?

MS. PUGLIA: Yes.

MR. KANE: Again, you really want the deck as a safety issue for the pool, too?

MS. PUGLIA: Right.

MR. KANE: Any questions, gentlemen? We'll open it up to the public. Public has nothing to say. We'll close it to the public. Gentlemen?

MR. RIVERA: Accept a motion?

MR. KANE: Yes, I will. One thing for the record, I'm not used to this job so you'll have to bear with me, we sent out 78 addressed envelopes, no returns, nobody in the public.

MR. REIS: Make a motion that we pass the requested variance for Janet Puglia at 5 Birchwood Drive.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	AYE
MR. KANE	AYE

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 6/20/02

APPLICANT: Joseph Lovano
66 Beaver Brook Road
New Windsor, NY 12553

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : 10x12 Shed

LOCATED AT: 66 Beaver Brook Road

ZONE: R-4 Sec/Blk/ Lot: 57-1-48.1

DESCRIPTION OF EXISTING SITE:

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed shed will project closer to the road than the house.


BUILDING INSPECTOR

PERMITTED

**PROPOSED OR
AVAILABLE:**

**VARIANCE
REQUEST:**

ZONE: R-4 USE: 48-14-A-4

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certificate of inspection completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and para test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

JUN 19 2002

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:

Building Permit #: 2002-666

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE THE BUILDING PERMIT APPLICATION WILL BE ACCEPTED AND/OR ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Joseph S. Lavano

Address 66 Beaver Brook Rd.

Phone # 845 496 8668

Mailing Address New Windsor NY 12553

Fax # 845 496 8625

Name of Architect MR. SHCA

Address 520 Blooming Grove Tpk

Phone 845 565 7433

Name of Contractor PATRICK J. Valianan

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer. _____

(Name and title of corporate officer)

1. On what street is property located? On the SOUTH side of BRYAN BROOK RD
(N, S, E or W)
and AT LEAST 1000 feet from the intersection of LAKE SIDE RD.

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N @

3. Tax Map Description: Section 57 Block 1 Lot 48.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) ☐ New Bldg. ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☒ Other

6. Is this a corner lot? NO

Storage Shed

7. Dimensions of entire new construction. Front 10' Rear _____ Depth 12' Height 9' No. of stories _____
12' or 14' 9'

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost \$1785.00 Fee **PAID** Cash \$50

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Liel & Louis Krychew
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(845) 563-4818
(845) 563-4885 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

66 Benin Brook Rd.

(Address of Applicant)

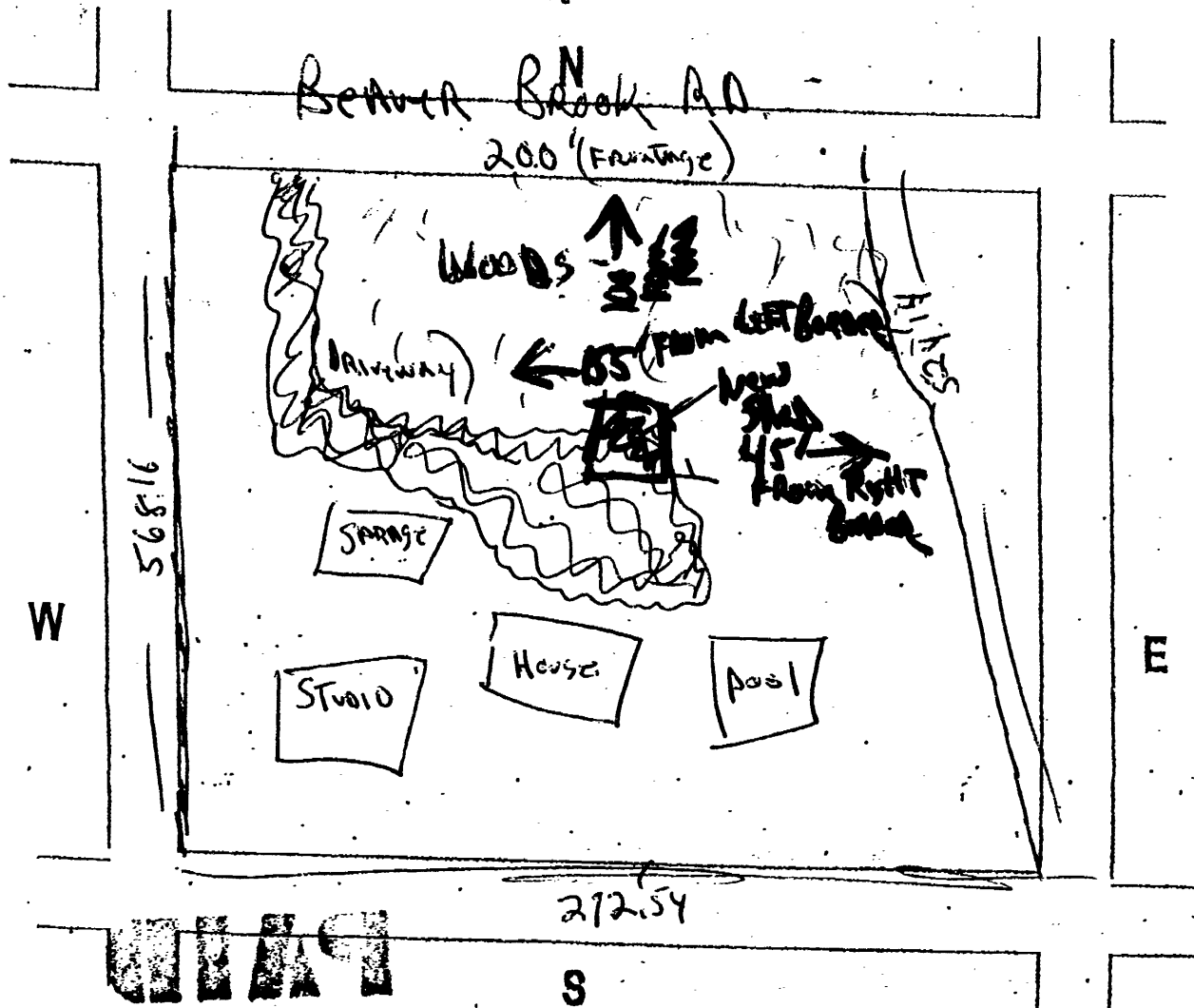
New Windsor NY 12553

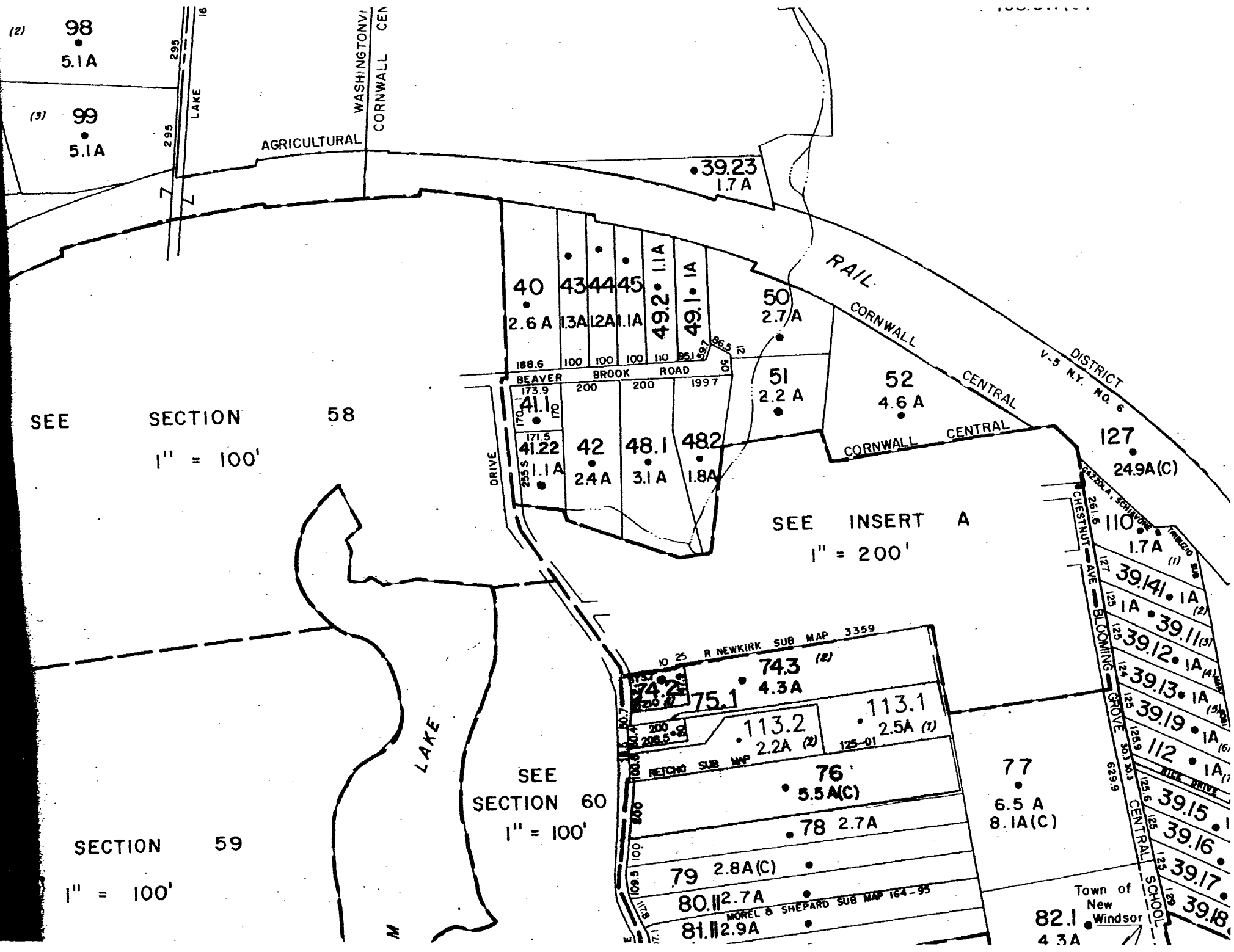
(Owner's Signature)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





(2) 98
5.1A

(3) 99
5.1A

SEE SECTION 58
1" = 100'

SECTION 59
1" = 100'

SEE SECTION 60
1" = 100'

SEE INSERT A
1" = 200'

DISTRICT
V-5 N.Y. No. 6

10 25 R NEWKIRK SUB MAP 3359

REICH SUB MAP

MOREL & SHEPARD SUB MAP 164-95

Town of
New Windsor

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

-----X

In the Matter of the Application for Variance of

Judith & Joseph Lavano

02-42

AFFIDAVIT OF
SERVICE
BY MAIL

-----X

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

Patricia A. Corsetti being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside in New Windsor, Orange County, N. Y.

That on the 26th day of July, 2021, I compared the 39 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then caused the envelopes to be deposited in a U.S. Depository within the Town of New Windsor.

Patricia A. Corsetti

Sworn to before me this

____ day of _____, 20____.

Notary Public

DATE		CLAIMED	ALLOWED
7/5/02	Zoning Board Mtg	75 00	
	Misc - 2		
	Thom - 3		
	Levano - 3 #13.50		
	Puglia - 5		
	Weissman - 5		
	Billik - 4	94 00	
	22	<u>174 00</u>	

LOVANO, JOSEPH

Mrs. Joseph Lovano appeared before the board for this proposal.

MR. TORLEY: Request for variation of Section 48-14A(4) to allow placement of shed closer to road than principle structure at 66 Beaver Brook Road in an R-4 zone.

MRS. LOVANO: I'm Mrs. Joseph Lovano, he couldn't be here tonight, so we want to put a shed for our lawn mower and this is our picture of our property which is 3.19 acres. You can see here's a chart that my husband wrote so that the shed is going to be 250 feet from the street, we have a full acre of woods between the street.

MR. KANE: Could you bring some pictures?

MRS. LOVANO: I have some here, this is our driveway looking up towards the street, you can see it's pretty wooded.

MR. KANE: Where would the shed be in relation to this?

MRS. LOVANO: All the way over here (indicating).

MR. TORLEY: Way off the road.

MRS. LOVANO: I'm here looking up there, so this is where the shed is going to go.

MR. BABCOCK: I don't think at any time of the year you'll be able to see the shed from the road.

MRS. LOVANO: This is where the shed's going to be. My husband took this picture. So it's totally wooded.

MS. CORSETTI: You may remember that the Lovanos were in here for the garage a few years ago.

MR. TORLEY: This is the kind of thing, perhaps we should suggest to the Town Board that there might be some kind of alteration in the code when an accessory

structure is this far back from the road.

MR. BABCOCK: We've tried that but--

MR. REIS: It's too simple.

MR. BABCOCK: Every zone is different, Mr. Chairman, every lot size is different and it keeps going and I was explaining to her earlier it gets, it's very hard to make a blanket rule, other than you just can't have it.

MR. KANE: In the building of the shed, you're not going to create any water hazards or runoffs?

MRS. LOVANO: No, we're just, this is the shed that we're going to get. Do you want to see that? This is the shed that he wants to get from Mr. Shed and it's just going to put it on some gravel.

MR. KANE: Won't be any ponding of water?

MRS. LOVANO: No.

MR. KANE: You'll be cutting down some trees?

MRS. LOVANO: Actually, there's a little clearing where we're putting it.

MR. KANE: Even though you won't be able to see the shed from the road, it's not different than any other sheds in your neighborhood?

MRS. LOVANO: No.

MR. TORLEY: And you're not going to be over any sewer easements or power lines?

MRS. LOVANO: No.

MR. TORLEY: Just again for the record.

MR. KANE: Lot of questions we have to ask to put for the record. Accept a motion?

July 8, 2002

7

MR. TORLEY: If there's no other questions, yes.

MR. KANE: I move we set up Mr. and Mrs. Lovano for a public hearing on the requested variances at 66 Beaver Brook Road.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. RIVERA	AYE
MR. TORLEY	AYE

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 42

Request of Judith Lovano & Joseph Lovano

for a VARIANCE of the Zoning Local Law to Permit:

proposed shed which will project closer to road
than principle structure;

being a VARIANCE of Section 48-14 A (4) - Supp. Yard Req.

for property situated as follows:

66 Beaver Brook Road, New Windsor, N.Y.

known and designated as tax map Section 57, Blk. 1 Lot 48.1

PUBLIC HEARING will take place on the 12th day of August,
2002 at the New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York beginning at 7:30 o'clock P.M.

Lawrence Torley
Chairman

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE

02-42
Date: 7/23/02

I. Applicant Information:

- (a) Joe + JoDi Lorano, 66 Beaverbrook Rd, NW 12553 496-8068
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect/surveyor)

II. Application type:

- ☐ Use Variance
☒ Area Variance

- ☐ Sign Variance
☐ Interpretation

III. Property Information:

- (a) R-4 66 Beaver Brook Road 57-1-48.1 3.19 Acres
(Zone) (Address of Property in Question) (S-B-L) (Lot size)
- (b) What other zones lie within 500 feet? none
- (c) Is pending sale or lease subject to ZBA approval of this Application? NO
- (d) When was property purchased by present owner? 1994
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? yes. If so, when? 2000
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning/Fire Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? NO

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____.

(Describe proposal) _____

Section 4244 Table of Swim Yard Regs., Col.

Permitted

Variance Request

Min. Lot Width

Reqd. Front Yd.**Reqd. Side Yd.****Reqd. Rear Yd.****Reqd. Street**

Frontage*

Max. Bldg. Hgt.

Min. Floor Area***Dev. Coverage***

Floor Area Ratio**

Parking Area

**** Non-residential districts only**

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe

why you believe the ZBA should grant your application for an area variance:

there is a full acre of woods between the road and
the proposed build.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law,
Section _____, Supplementary Sign Regulations

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign #1	_____	_____	_____
Sign #2	_____	_____	_____
Sign #3	_____	_____	_____
Sign #4	_____	_____	_____

- (b) Describe in detail the sign (s) for which you seek a variance, and set forth your reasons for requiring extra or oversized signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building and free-standing signs? _____.

VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law,
Section _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Inspector or Planning Board.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ☒ Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ ~~N/A~~ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

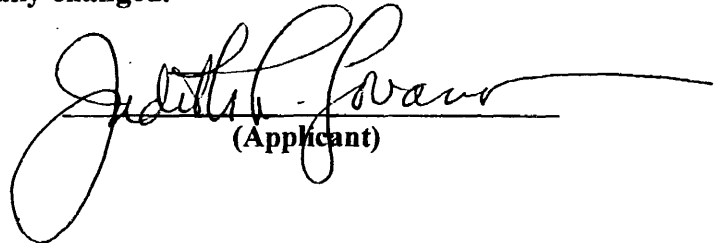
Date: July 22, 2002

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.


(Applicant)

Sworn to before me this

22nd day of July, 2002.

XI. ZBA Action:

Patricia A. Corsetti

(a) Public Hearing date: _____.

PATRICIA A. CORSETTI
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 2005.

ca



Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

~~XXXX~~
~~Rate~~

~~XXXXXX~~
~~Premium~~

POLICY NO. 32-222648

RD-33-23382

SCHEDULE A

Date of Policy 6/4/93

Amount of Insurance \$ 141,000.00

1. Name of Insured: Joseph S. Lovano and Judith Silverman Lovano
2. The estate or interest in the land which is covered by this policy is: fee simple
3. Title to the estate or interest in the land is vested in:
Joseph S. Lovano and Judith Silverman Lovano who acquired title by deed dated 6/3/93 made by Richard Oatts and recorded in the Orange County Clerk's Office on 6/4/93 in Liber 3824 page 322.
4. The land referred to in this policy is described as follows:
See Schedule "A" Attached.

Countersigned

BY


AUTHORIZED SIGNATORY

JAMES V. RINALDI

PRINT NAME HERE

POLICY
NUMBER

32-222648

RD-33-23382

POLICY OF TITLE INSURANCE



Issued by

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

Reading, Pennsylvania
A STOCK COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF PENNSYLVANIA, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

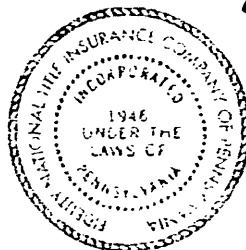
IN WITNESS WHEREOF, Fidelity National Title Insurance Company of Pennsylvania has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws.



Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

President



ATTEST:

Secretary

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange, State of New York, lying on the southwesterly side of the Beaver Brook Road and being more accurately bounded and described as follows:

BEGINNING in the assumed southwesterly line of the Beaver Brook Road at an iron pipe at the most northerly corner of the herein described premises, said pipe also being in a stone wall in the line of lands now or formerly of Joseph and Sophie Turk, and runs thence from the above located point of beginning along the assumed southwesterly line of the Beaver Brook Road, South 70 degrees 24 minutes 00 seconds East 200.00 feet to a point; thence South 24 degrees 14 minutes 38 seconds West 199.87 feet to a stake; thence South 8 degrees 01 minute 36 seconds West 445.87 feet to a point on the line of lands now or formerly of Vassello; thence along the line of lands now or formerly of Vassello on the following two (2) courses and distances: (1) North 77 degrees 05 minutes 30 seconds West 85.20 feet to a point; (2) North 48 degrees 52 minutes 30 seconds West 212.54 feet to a point on a stone wall; thence along the stone wall and lands now or formerly of Joseph and Sophie Turk, North 20 degrees 32 minutes 00 seconds East 568.16 feet to the point and place of beginning.

Containing 3.119 acres of land more or less.



Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

POLICY NO. 32-222648

RD-33-23382

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. ~~The lien of all taxes for the year 19XXXXXX and thereafter~~
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
4. Rights or claims of parties in possession.
5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Subject to Mortgage made by Joseph S. Lovano and Judith Silverman Lovano to Residential Mortgage Banking Inc., securing \$112,800.00 dated 6/3/93 and recorded in the Orange County Clerk's Office on 6/4/93 in Liber 4714 page 141.
7. Grant in Liber 1135 page 340. Terms and Conditions in Liber 1122 page 378. Covenants and Restrictions in Liber 1285 page 284.
8. Survey made by Ronald Washburn, L.S., dated 8/31/87 shows premises with location of house with attached patio, in ground pool with fence enclosure, stream location, driveway location. All within bounds. Personal Inspection made by Hardenburgh ABstract Company 5/22/93 shows addition of chain link fence area adjacent to westerly side of house. No other variations found.
9. Rights, if any, in favor of any electric light or telephone company to maintain any wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
10. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
11. The exact acreage of the premises herein will not be insured.
12. Riparian rights, if any, in favor of the premises herein are not insured.
13. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.



Fidelity National Title Insurance Company
OF PENNSYLVANIA

NEW YORK, NEW YORK

MARKET VALUE POLICY RIDER

Policy No. 32-222648

Date of Issue: 6/3/93

Title No. RD-33-23382

Name(s) of Insured Homeowner(s) Joseph S. Lovano and Judith Silverman Lovano

Owner's Statement of Coverage:

In consideration of the payment of the additional premium for the issuance of this Rider to the Policy as hereinafter defined, the Company insures the named homeowner against loss or damage not exceeding the market value of the premises at the time of loss, in accordance with the conditions of the Policy not inconsistent with the provisions of this Rider, and subject to the matters excepted from coverage in Schedule B.

DEFINITIONS:

- (a) The Policy is the policy issued to the named insured herein in the amount of the original purchase price paid for the insured premises.
- (b) Time of loss shall be such date as the homeowner shall have actual knowledge of facts giving rise to a claim under the Policy.
- (c) A homeowner is a natural person, fee owner and resident of real property used predominately for residential purposes and containing no more than 4 dwelling units, a residential condominium unit, or a residential co-operative leasehold interest. The benefits of this Rider shall be available only to the named insured provided the named insured is a homeowner as defined herein at the date of the issuance of this Rider and at the date any claim under this Rider is made.
- (d) Market value at time of loss shall be such value of the insured premises as is determined by three arbitrators or any two of them, one of whom should be chosen by the insured and one by the Company, and the two so chosen selecting the third arbitrator. Such value shall exclude the market value of any improvements made to the premises subsequent to the date of the Policy. The above valuation procedure shall also apply in the event the insured premises is a residential cooperative leasehold interest.

CONDITIONS:

- (a) Paragraph 8 of the Conditions and Stipulations of the Policy is hereby deleted. That portion of subdivision (b) of paragraph 7 of the Conditions and Stipulations of the Policy as relates to improvements made subsequent to the Date of Policy is hereby deleted and the following paragraph is substituted in lieu thereof: "In the event that a partial loss occurs after the insured makes an improvement to the insured premises subsequent to the date of this Rider the valuation of such partial loss shall be determined in relation-ship to the market value of the premises at the time of such partial loss, minus the market value of such improvements made to the insured premises subsequent to the date of this Rider."
- (b) Notwithstanding anything herein to the contrary, in the event of a loss, partial or total, the insured shall have the option to elect to value such loss under the terms of this Rider or under the terms and amount of the Policy.
- (c) All other provisions of the Policy, not inconsistent with the provisions of this Rider, shall remain in full force and effect.
- (d) This Rider and the Policy is the entire contract between the named insured and the Company.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers and countersigned on the date hereinabove set forth.

Countersigned:

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF PENNSYLVANIA

BY

Authorized Signatory

JAMES V. RINALDI



By: Wm. H. Wimer

President

Attest: Charles H. Wimer

Secretary

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA

King of Prussia, Pennsylvania

NEW YORK (OWNER'S POLICY) ENDORSEMENT (ALTA 1990)

Title No. RD-33-23382

Attached to and forming a part of Policy No. 32-222648
of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF PENNSYLVANIA

1. The following is added to the insuring provisions of the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."

"(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstances provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for sufficiency of any proceedings after the date of this policy."

3. Paragraph number 4 of the Exclusions from Coverage is deleted and the following paragraph is substituted in its place:

"4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor."

Nothing herein contained shall be construed as extending or changing the effective date of said policy unless otherwise expressly stated.

This endorsement is made a part of the policy and is subject to Exclusions From Coverage, schedules, Conditions and Stipulations therein, as modified by the provisions hereof.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer.

Fidelity National Title

INSURANCE COMPANY OF PENNSYLVANIA



[Signature]
President

ATTEST:

[Signature]
Secretary

tions have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured

claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that

matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by the insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

RICHARD OATTS

TO

JOSEPH S. LOVANO
JUDITH SILVERMAN LOVANO

SECTION 57 BLOCK 1 LOT 48.1

RECORD AND RETURN TO:
(Name and Address)

BRIAN G. GILMARTIN, ESQ.
90 East Main St. - Rte 94
Washingtonville, NY 10992-0478

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 66506 DATE 6-3-93 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove ☐
CH22 Chester ☐
CO24 Cornwall ☐
CR26 Crawford ☐
DP28 Deerpark ☐
GO30 Goshen ☐
GR32 Greenville ☐
HA34 Hamptonburgh ☐
HI36 Highlands ☐
MK38 Minisink ☐
ME40 Monroe ☐
MY42 Montgomery ☐
MH44 Mount Hope ☐
NT46 Newburgh (T) ☐
NW48 New Windsor ☒
TU50 Tuxedo ☐
WL52 Wallkill ☐
WK54 Warwick ☐
WA56 Wawayanda ☐
WO58 Woodbury ☐
MN09 Middletown ☐
NC11 Newburgh ☐
PJ13 Port Jervis ☐
9999 Hold ☐

SERIAL NO. _____

Mortgage Amount \$ _____

Exempt Yes ☐ No ☐

3-6 Cooking Units Yes ☐ No ☐

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

Spec. Add. \$ _____

TOTAL \$ _____

CHECK ☒ CASH ☐ CHARGE ☐

MORTGAGE TAX \$ _____

TRANSFER TAX \$ 564-

RECORD. FEE \$ 11-

REPORT FORMS \$ 30-

CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: RM

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on JUN 4 1993

at 10:22 O'Clock Deed M.

in Liber/Film 3824

at page 322 and examined.

Marion S. Murphy
County Clerk

Wardenburg
RECEIVED
\$ 564-
REAL ESTATE
JUN 4 1993
TRANSFER TAX
ORANGE COUNTY

LIBER 3824 PAGE 322

This Indenture,

Made the 3rd day of June
Nineteen Hundred and Ninety-three

Between RICHARD OATTS residing at
171 Massachusetts Avenue, Congers, NY 10920

State of New York

County of

ss.

Recorded on the _____ day
of _____ A. D., 19 _____ at
_____ o'clock M. in liber
of DEEDS at page
and examined.

Clerk

part y of the first part, and
JOSEPH S. LOVANO and JUDITH SILVERMAN LOVANO residing at 206 West 23rd Street,
New York, NY 10011 *Husband and Wife*

Witnesseth that the part y of the first part, in consideration of

-----ONE AND OTHER-----

Dollar (\$ 1.00&c)

lawful money of the United States,

paid by the parties of the second part, do es hereby grant and release unto the part
of the second part, their distributees and assigns forever, all

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town
of New Windsor, County of Orange, State of New York, lying on the
southwesterly side of the Beaver Brook Road and being more
accurately bounded and described as follows:

BEGINNING in the assumed southwesterly line of the Beaver Brook
Road at an iron pipe at the most northerly corner of the herein
described premises, said pipe also being in a stone wall in the
line of lands now or formerly of Joseph and Sophie Turk and runs
thence from the above located point of beginning along the
assumed southwesterly line of the Beaver Brook Road, south 70
degrees 24 minutes 00 seconds east 200.00 feet to a point; thence
south 24 degrees 14 minutes 38 seconds west 199.87 feet to a
stake; thence south 8 degrees 01 minutes 36 seconds west 445.87
feet to a point on the line of lands now or formerly of Vassallo;
thence the line of lands now or formerly of Vassello on the
following two (2) courses and distances; (1) north 77 degrees 05
minutes 30 seconds west 85.20 feet to a point; (2) north 48
degrees 52 minutes 30 seconds west 212.54 feet to a point on a
stone wall; thence along the stone wall and lands now or formerly
of Joseph and Sophie Turk, north 20 degrees 32 minutes 00 seconds
east 568.16 feet to the point or place of beginning.

Containing 3.119 acres of land more or less.

Subject to covenants and restrictions of record, if any.

Being the same lands and premises described in a deed from Judy
B. Wilson to Richard Oatts dated December 21, 1989 and recorded
in the Orange County Clerk's Office December 28, 1989 in Liber
3233 at page 84.

Together with the appurtenances and all the estate and rights of the part y
of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties
their distributees

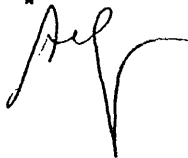
of the second part,
and assigns forever.


And the party of the first part covenant that he has not done or suffered
anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the
consideration for this conveyance and will hold the right to receive such consideration as a trust fund
to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same
for any other purpose.

In Witness Whereof, the part y of the first part has hereunto set his
hand and seal the day and year first above written.

In Presence of




RICHARD OATTS LS

_____ LS


State of New York

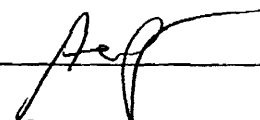
County of ORANGE

} ss. On this 3
Nineteen Hundred and
before me, the subscriber, personally appeared

day of June
Ninety-three

RICHARD OATTS

to me personally known and known to me to be the same person described in and who executed the
within Instrument, and he  acknowledged to me that he
executed the same.


Notary Public
SAMUEL W. EAGER, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES 10/31/83

Deed

Covenant Against Grantor with Lien Covenant

TO

Dated, 19

SAMUEL W. EAGER, JR
ATTORNEY AT LAW
144 EAGER ROAD
MONTGOMERY, NEW YORK 12549

RECORDED IN MONTGOMERY COUNTY
NEW YORK
MONTGOMERY COUNTY CLERK
RECORDED IN MONTGOMERY COUNTY



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

July 16th, 2002

Judith Lovano
66 Beaver Brook Road
New Windsor, NY 12553

39

Re: 57-1-48.1

Dear Ms. Lovano:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook
Sole Assessor

LC/srr
Attachments

CG: Pat Corsetti, ZBA

57-1-40
Douglas & Colleen Mans
57 Beaver Brook Road
New Windsor, NY 12553

57-1-41.1
David & Pamela Boone
90 Lake Side Drive
New Windsor, NY 12553

57-1-41.22
Khavid Nimoni
247 W. 87th Street
New York, NY 10024

57-1-42
Richard & Jean Mycka
56 Beaver Brook Road
New Windsor, NY 12553

57-1-43 57-1-44
Vincent & Joan Coviello
30 Keats Avenue
Hartsdale, NY 10530

57-1-45
Edward & Shirley Mann
67 Beaver Brook Road
New Windsor, NY 12553

57-1-48.2
Wayne & Charlene Sardullo
78 Beaver Brook Road
New Windsor, NY 12553

57-1-49.1
Elsie Butler
C/o Lasini Butler
77 Beaver Brook Road
New Windsor, NY 12553

57-1-49.2
Neal & Diane Palmer
73 Beaver Brook Road
New Windsor, NY 12553

57-1-50
Nicholas & Beulah Ann Smith
8436 259th Street
Floral Park, NY 11001

57-1-51
Reuben & Etal Mitchell
C/o Elaine Mitchell
530 E. 23rd Street Apt 6 D
New York, NY 10010

57-1-59
Michael & Holly Monahan
16 Vascello Road
New Windsor, NY 12553

57-1-61.1
Thomas & Patricia Calebotta
19 Schiavone Road
New Windsor, NY 12553

57-1-61.2
Robert & Angela Nardo
Angelo & Lucy Alongi
21 Schiavone Road
New Windsor, NY 12553

57-1-61.3 57-1-62
Dominick & Camille Cassisi
RD 4 Vascello Road
New Windsor, NY 12553

57-1-61.5
Thomas & Rosemary Jannazzo
18 Schiavone Road
New Windsor, NY 12553

57-1-61.4
Mark & Lynn Feldman
20 Schiavone Road
New Windsor, NY 12553

57-1-63
John & Mary Hyde
62 Lake Side Drive
New Windsor, NY 12553

57-1-64
Raymond & Mary Ellen Muscarello
68 Lake Side Drive
New Windsor, NY 12553

57-1-65.21
Vincent Lawrence
76 Golden Eagle Lane
Littleton, Co. 80127

57-1-65.22
Edward, Eleni & Joseph Hanley
60 Lakeside Drive
New Windsor, NY 12553

57-1-66.1
Gary & Theresa Gawricki
Raymond & Geraldine Marin
58 Lakeside Drive
New Windsor, NY 12553

57-1-66.2
Joseph & Theresa & Elaine Schiavone
35 Vascello Road
New Windsor, NY 12553

57-1-67.1 57-1-67.2
Everett & Mary Smith
27 Vascello Road
New Windsor, NY 12553

57-1-67.3 57-1-69
Audrey Gazzola
21 Vascello Road
New Windsor, NY 12553

57-1-68
Archibald & Patricia Graham
18 Vascello Road
New Windsor, NY 12553

57-1-74.2
Carmen & Luis Chaparro
48 Lake Side Drive
New Windsor, NY 12553

57-1-74.3
Robert & Amy Dragos
46 Lake Side Drive
New Windsor, NY 12553

57-1-114
Alexander Cruz
74 Lake Side Drive
New Windsor, NY 12553

57-1-127
Consolidated Rail Corp.
Property Tax Dept.
PO Box 8499
Philadelphia, Pa 19101

57-2-1

Beaver Dam Lake Protection &
Rehabilitation District
C/o Department of Public Works
Route 17M
Goshen, NY 10924

58-3-6

Thomas & Janice Johnson
55 Beaver Brook Road
New Windsor, NY 12553

58-4-8

David & Kristin Furman
38 Beaver Brook Road
New Windsor, NY 12553

58-4-9

Stanley & Irene Mroz
75 Lake Side Drive
New Windsor, NY 12553

60-1-1

County of Orange
F/B/O Beaver Dam Lake
Protection & Rehab. Distr.
265 Main Street
Goshen, NY 10924

60-1-2

Allan & Ann Marie Foley
65 Lake Side Drive
New Windsor, NY 12553

60-1-3 60-1-4.1

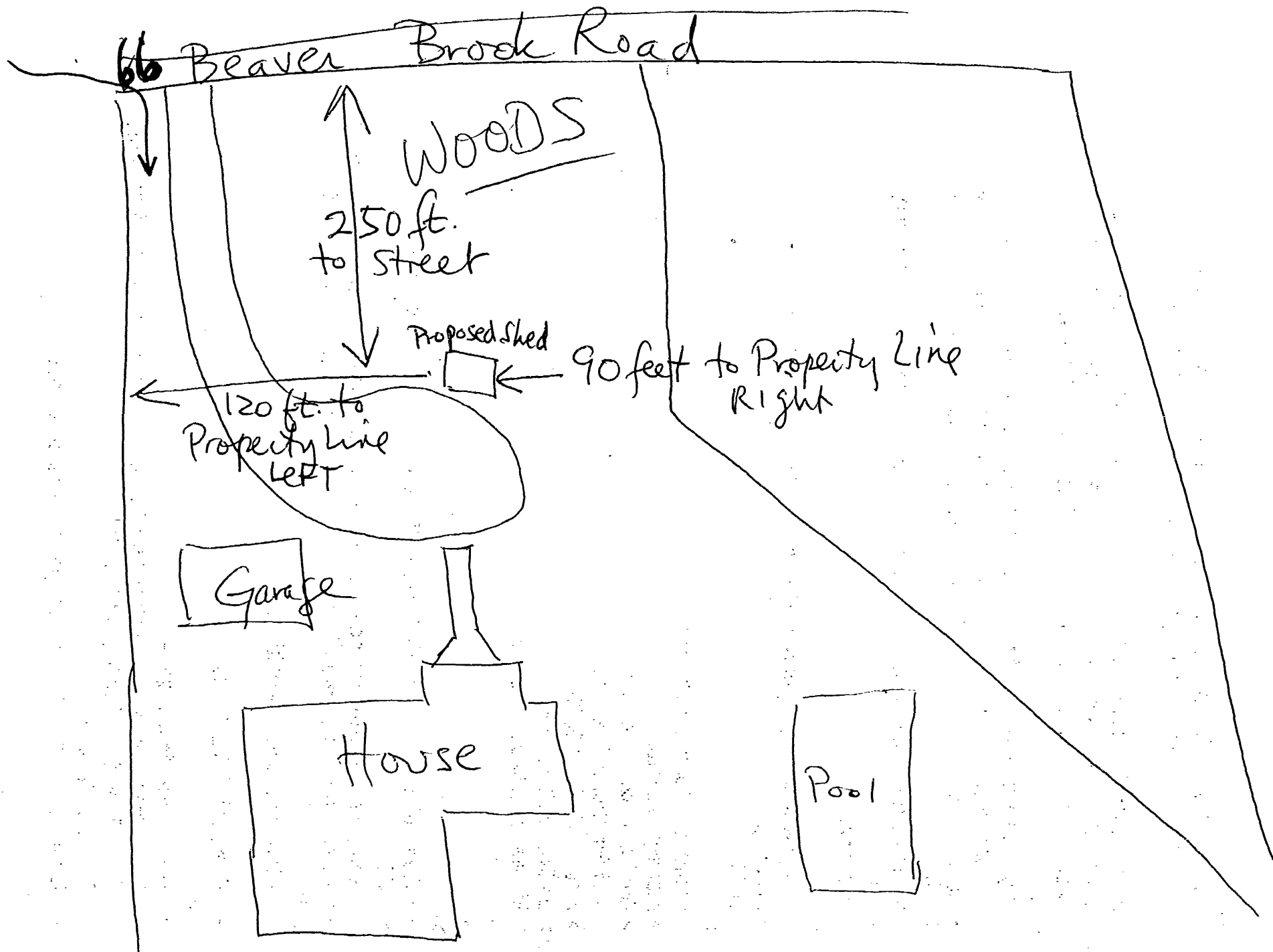
Gregory & Ramona Agresti
57 Lake Side Drive
New Windsor, NY 12553

60-1-4.2

John Given
55 Lake Side Drive
New Windsor, NY 12553

60-1-5

Alan Pearson
53 Lake Side Drive
New Windsor, NY 12553



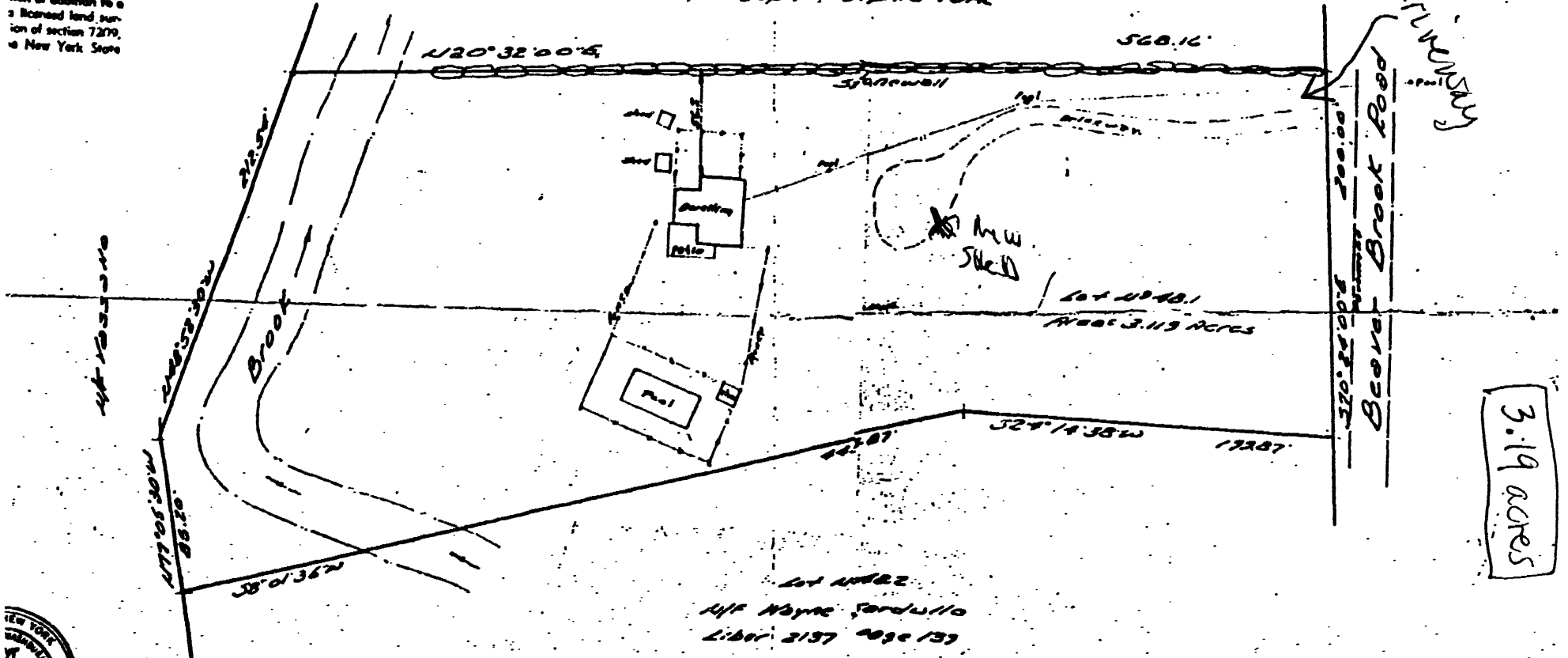
ending institution,
preferable to add-
sequent owners."

original of this con-
original of the land
r his embargo sent
to be valid true

tion in addition to a
a licensed land sur-
ion of section 7279,
a New York State

1909
Pg

N/P HERNER
Liber 2151 Page 466
Formerly Joseph & Sophia Funk



3.19 acres

Lot 402
N/P Wayne Fordville
Liber 2157 Page 133



Wilson
Yson
Edwards Smith
Jennings Bank, FSC
Ward or assigns.
Ward or assigns.
Ward or assigns.
Ward or assigns.
Ward or assigns.

Section Block
Lot 401
57-1-48

Survey Map
Donald Y. Nils
Judy A. Nils

SCALE: 1"=50'	APPROVED BY:
DATE: Aug. 21, 1907	

Town of Ham Windsor, N.Y.